

EXHIBIT 3

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DATED 1ST MAY 2001**(1) SIMON HUNT****(2) MEDIA LOGIC SYSTEMS LIMITED**

**DEED FOR TRANSFER OF PATENT
APPLICATIONS AND OTHER INTELLECTUAL
PROPERTY RIGHTS IN "ISEETV" AND "ISEE
MOBILE"**

Stevens & Bolton
The Billings
Walnut Tree Close
GUILDFORD
GU1 4YD
Ref:
NJF.EXP.CO373.35
Draft: 1/28.03.01

THIS DEED is made the 15th day of MAY 2001

BETWEEN:

(1) **SIMON HUNT** whose address for service within the jurisdiction of the courts of England and Wales is 7 Church View, Hartney Witney, Hants RG27 8LN England ('the Assignor') and

(2) **MEDIA LOGIC SYSTEMS LIMITED** whose registered office is at Nisaba House, Waterfront Business Park, Fleet Road, Fleet, Hampshire GU13 8QT ('the Assignee').

RECITAL

The Assignor is willing to assign to the Assignee all his rights interests title and property to the Inventions, the Patents, the UK and Foreign Patent Applications and the Other Intellectual Property Rights and the Assignee wishes to acquire all such rights, interests, title and property.

IT IS AGREED as follows:

1 DEFINITIONS

The following terms shall have the following meanings:

'Invention'

means the interactive system for enabling television shopping, known as the "iSeeTV" and/or "iSEETV mobile" system, developed by the Assignee and the Assignor and the inventions claimed in the Patents.

'Patents'

means the prospective patents for which the UK and Foreign Patent Applications have been made;

'UK Patent Applications'

means the United Kingdom patent applications set out at Part One of Schedule One.

"Foreign Patent Applications"

means any foreign patent applications in respect of the Invention including those set out at Part Two of Schedule One.

Other Intellectual Property Rights

means the full benefit of all trademarks, trade names, domain names, goodwill,

rights in know-how and confidential information, copyright, database rights, design rights or similar rights, whether registered or un-registered in any jurisdiction worldwide and whether relating to documents, data, programs, ideas, plans, designs, diagrams or otherwise and all other intellectual property rights, in each case relating to the Invention, its application, use, marketing or otherwise.

2 ASSIGNMENTS

- 2.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt of which the Assignor acknowledges) the Assignor with full title guarantee assigns to the Assignee absolutely and free from all incumbrances;
 - 2.1.1 all his interest in the UK Patent Applications and the Foreign Patent Applications, together with all the Assignor's rights and interests in respect of them.
 - 2.1.2 all rights property, title and interests of the Assignor in the Other Intellectual Property Rights.
 - 2.1.3 all rights of the Assignor to institute and maintain proceedings against any person in respect of any infringement of any of the UK Patent Applications or the Foreign Patent Applications or the Other Intellectual Property Rights whether such infringement or wrongful use occurred prior to, on or after the date of this Deed

3 APPOINTMENT

The Assignor irrevocably appoints the Assignee as his attorney to do all acts, deeds and things necessary to execute such documents and give such assistance as the Assignee may require:

- (i) to secure the vesting in the Assignee of all rights in the Patent Applications and the Other Intellectual Property Rights;
- (ii) to uphold the Assignee's rights in the UK and Foreign Patent Applications and the Other Intellectual Property Rights;
- (iii) to defeat any challenge to the validity of, and resolve any questions concerning, the Patent Applications or the Other Intellectual Property Rights;

- (iv) to apply for the obtaining of other patents or other similar protection for the Inventions and any improvements of them in the United Kingdom or other parts of the world; and
- (v) to do all that is necessary to vest such protection in the Assignee absolutely;

4 EXCLUSION OF WARRANTY AS TO VALIDITY AND INFRINGEMENT

The Assignor does not warrant or guarantee the validity of the Patent or that the Invention does not infringe any valid and subsisting patent or other rights not held by the Assignor.

5 GENERAL

5.1 Headings

Headings contained in this Assignment are for reference purposes only and shall not be incorporated into this Assignment and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

5.2 Proper law and jurisdiction

This Assignment shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

SCHEDULE ONE

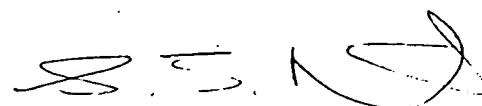
PART ONE – UK PATENT APPLICATIONS

Application numbers: GB9817829.6, GB2341038 and GB008501.9

PART TWO – FOREIGN PATENT APPLICATIONS

Jurisdiction	Application Number
	WO0010330
Australia	AU5380799
United States of America	PCT/GB9902665
Norway	PCT/GB99/02665

EXECUTED as a DEED by the)
said SIMON HUNT in the)



presence of:-)

W. Signature

I. Name

II. Address

III.

IV.

V.

VI. Occupation

De gelde
C DALE REGISTER
3A BULLINGHAM MANSIONS
PITT ST
LONDON W8 4JH
C. o. o. - 186 K LTD

EXECUTED as a DEED by the)
said MEDIA LOGIC SYSTEMS)
LIMITED acting by)
a Director and the Secretary or)
two Directors:)

Howard Milhenc Director
John Dale

Director/Secretary

CERTIFICATION

I, Howard L. Milhenc, Chartered Patent Agent and European Patent Attorney of R.G.C. Jenkins & Co. 26 Caxton Street, London SW1H 0RJ, England, do hereby certify that this is a true copy of the assignment in question.

Howard L. Milhenc . London GB. 16 May 2001